

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE N/A		PAGE 1 OF 8 PAGES	
2. AMENDMENT/MODIFICATION NO. 0008		3. EFFECTIVE DATE 04 JAN 9		4. REQUISITION/PURCHASE REQ. NO. N/A	
5. PROJECT NO. (If applicable)					
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) SEE ITEM 7		CODE	
DEPARTMENT OF THE ARMY CORPS OF ENGINEERS SACRAMENTO 1325 J STREET SACRAMENTO, CALIFORNIA					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		<input checked="" type="checkbox"/> 9A. AMENDMENT OF SOLICITATION NO. W912P7-04-R-0001 <input checked="" type="checkbox"/> 9B. DATED (SEE ITEM 11) 1 DEC 2003 <input type="checkbox"/> 10A. MODIFICATION OF CONTRACTS/ORDER NO. N/A <input type="checkbox"/> 10B. DATED (SEE ITEM 13) N/A			
CODE		FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input checked="" type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor ☐ is not, ☐ is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

OAKLAND INNER AND OUTER AND RICHMOND INNER HARBORS  
ALAMEDA, SAN FRANCISCO, AND CONTRA COSTA COUNTIES, CALIFORNIA

1 ENCL: 1) SF 1442, 00100, 00700 AND 01330.

**THE BID OPENING DATE HAS BEEN EXTENDED TO 04 JAN 29.**

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	
15C. DATE SIGNED		16C. DATE SIGNED	
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

<b>SOLICITATION, OFFER, AND AWARD</b> (Construction, Alteration, or Repair)	1. SOLICITATION NO. W912P7-04-R-0001	2. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)	3. DATE ISSUED 1-Dec-2003	PAGE 1
	<b>IMPORTANT - The "offer" section on the reverse must be fully completed by offeror.</b>			
4. CONTRACT NO.	5. REQUISITION/PURCHASE REQUEST NO. W62A2B-3289-9347		6. PROJECT NO.	
7. ISSUED BY DEPARTMENT OF THE ARMY CORPS OF ENGINEERS, SACRAMENTO 1325 J STREET SACRAMENTO, CA 95814-2992  TEL: FAX:		CODE W912P7	8. ADDRESS OFFER TO (If Other Than Item 7) CODE  <b>See Item 7</b>  TEL: FAX:	
9. FOR INFORMATION CALL:	A. NAME JAMES E GARROR		B. TELEPHONE NO. (Include area code) (NO COLLECT CALLS) 916-557-5229	
<b>SOLICITATION</b>				
<b>NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".</b>				
10. THE GOVERNMENT REQUIRES PERFORMANCE OF THE WORK DESCRIBED IN THESE DOCUMENTS (Title, identifying no., date):  OAKLAND INNER AND OUTER AND RICHMOND INNER HARBORS ALAMEDA, SAN FRANCISCO, AND CONTRA COSTA COUNTIES, CALIFORNIA  Project Description: The work consists of maintenance dredging of Oakland Inner and Outer Harbors and Richmond Inner Harbor of approximately 650,000 cubic yards of material to provide a project depth of minus 42 feet MLLW and minus 38 feet MLLW respectively, plus 1 foot allowable over-depth, and disposing of the dredged materials in the designated Government-furnished deep ocean disposal site area at SF-DODS. This is construction contract for a base year and two option years.  The acquisition method is Request for Proposal (RFP). A technical and cost proposal will be required. Evaluation by the Government will result in selection of a firm that represents the best advantage to the Government.  ESTIMATED COST RANGE OF PROJECT: \$10,000,000 - 25,000,000				
11. The Contractor shall begin performance within <u>3</u> calendar days and complete it within <u>165</u> calendar days after receiving <input type="checkbox"/> award, <input checked="" type="checkbox"/> notice to proceed. This performance period is <input checked="" type="checkbox"/> mandatory, <input type="checkbox"/> negotiable. (See FAR 52.211-10)				
12 A. THE CONTRACTOR MUST FURNISH ANY REQUIRED PERFORMANCE AND PAYMENT BONDS? (If "YES," indicate within how many calendar days after award in Item 12B.) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			12B. CALENDAR DAYS  3	
13. ADDITIONAL SOLICITATION REQUIREMENTS: A. Sealed offers in original and <u>0</u> copies to perform the work required are due at the place specified in Item 8 by <u>1:00 PM</u> (hour) local time <b>29 Jan 2004</b> . If this is a sealed bid solicitation, offers must be publicly opened at that time. Sealed envelopes containing offers shall be marked to show the offeror's name and address, the solicitation number, and the date and time offers are due. B. An offer guarantee <input checked="" type="checkbox"/> is, <input type="checkbox"/> is not required. C. All offers are subject to the (1) work requirements, and (2) other provisions and clauses incorporated in the solicitation in full text or by reference. D. Offers providing less than <u>60</u> calendar days for Government acceptance after the date offers are due will not be considered and will be rejected.				

**SOLICITATION, OFFER, AND AWARD***(Construction, Alteration, or Repair)***OFFER (Must be fully completed by offeror)**14. NAME AND ADDRESS OF OFFEROR *(Include ZIP Code)*15. TELEPHONE NO. *(Include area code)*16. REMITTANCE ADDRESS *(Include only if different than Item 14)*

CODE

FACILITY CODE

17. The offeror agrees to perform the work required at the prices specified below in strict accordance with the terms of this solicitation, if this offer is accepted by the Government in writing within \_\_\_\_\_ calendar days after the date offers are due. *(Insert any number equal to or greater than the minimum requirements stated in Item 13D. Failure to insert any number means the offeror accepts the minimum in Item 13D.)*

AMOUNTS

SEE SCHEDULE OF PRICES

18. The offeror agrees to furnish any required performance and payment bonds.

**19. ACKNOWLEDGMENT OF AMENDMENTS***(The offeror acknowledges receipt of amendments to the solicitation — give number and date of each)*

AMENDMENT NO.

DATE

20A. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN  
OFFER *(Type or print)*

20B. SIGNATURE

20C. OFFER DATE

**AWARD (To be completed by Government)**

21. ITEMS ACCEPTED:

22. AMOUNT

23. ACCOUNTING AND APPROPRIATION DATA

24. SUBMIT INVOICES TO ADDRESS SHOWN IN  
*(4 copies unless otherwise specified)*

ITEM

25. OTHER THAN FULL AND OPEN COMPETITION PURSUANT TO

☐ 10 U.S.C. 2304(c)☐ 41 U.S.C. 253(c)

26. ADMINISTERED BY

CODE

27. PAYMENT WILL BE MADE BY:

CODE

**CONTRACTING OFFICER WILL COMPLETE ITEM 28 OR 29 AS APPLICABLE**☐ 28. NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return \_\_\_\_\_ copies to issuing office.)* Contractor agrees

to furnish and deliver all items or perform all work, requisitions identified on this form and any continuation sheets for the consideration stated in this contract. The rights and obligations of the parties to this contract shall be governed by (a) this contract award, (b) the solicitation, and (c) the clauses, representations, certifications, and specifications or incorporated by reference in or attached to this contract.

☐ 29. AWARD *(Contractor is not required to sign this document.)*

Your offer on this solicitation, is hereby accepted as to the items listed. This award consummates the contract, which consists of (a) the Government solicitation and your offer, and (b) this contract award. No further contractual document is necessary.

30A. NAME AND TITLE OF CONTRACTOR OR PERSON AUTHORIZED  
TO SIGN *(Type or print)*31A. NAME OF CONTRACTING OFFICER *(Type or print)*

30B. SIGNATURE

30C. DATE

TEL:

EMAIL:

31B. UNITED STATES OF AMERICA  
BY

31C. AWARD DATE

FAX: (916) 557-7854, Attn: James Garror

E-MAIL: James.E.Garror@usace.army.mil AND Ronald.A.Schunk@usace.army.mil.

(4) Please include the solicitation number, the project title, the location of the project, the full name of your company and your telephone and FAX numbers in your correspondence. Written inquiries should be received by this office not later than 14 calendar days prior to the date set for receipt of offers.

(5) Oral explanations or instructions are not binding. Changes to the solicitation can only be made by an amendment to the solicitation.

52.0215-4582 ALT I DIRECTIONS FOR SUBMITTING OFFERS (MAR 2003)

Envelopes/packages containing offers must be sealed, marked and addressed as follows:

MARK ENVELOPES/PACKAGES:

Solicitation No. W912P7-04-R-0001  
Closing Date: **29 JAN 2004**  
Closing Time: 1:00 PM Local Time

ADDRESS ENVELOPES/PACKAGES TO:

Department of the Army  
U.S. Army Engineer District, Sacramento  
ATTN: Contracting Division  
1325 J Street  
Sacramento CA 95814-2922

SPECIAL INSTRUCTION PERTAINING TO HAND-CARRIED OFFERS:

Hand-carried offers must be delivered to: The Building Lobby at 1325 J Street, Sacramento, CA.

Due to security precautions, all Corps of Engineers visitors are now required to sign-in, leave a Photo-ID (such as a drivers license), and get a Visitor's Pass at the Security Desk in the Building Lobby. Offerors may no longer hand-carry their offers directly to Contracting Division without an authorized escort. Offers may NOT be either turned-in at the Security Desk or left unattended elsewhere in the Lobby. Additionally, you are advised that there is no longer public parking in the Building.

The contract specialist will be in the Building Lobby 20 minutes prior to the closing time to accept hand-carried offers. After announcing that no further offers will be received, the contract specialist will have the hand-carried offers x-rayed as a security precaution.

Offerors who desire to hand-deliver their offers at an earlier time must notify the contract specialist in advance in order to arrange to be met in the Building Lobby by Contracting Division personnel. In the event the contract specialist cannot be reached, please call the main Contracting Division telephone number, (916) 557-5201, in order to request assistance.

Please ensure that all courier and delivery personnel are aware of these procedures.

52.0209-4501 CONTRACTOR RESPONSIBILITY, PREAWARD SURVEY (MAR 2002)

(2) If this contract is not a construction contract, in all subcontracts under this contract that are for--

(i) Noncommercial items; or

(ii) Commercial items that--

(A) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(B) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(C) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(End of clause)

#### 52.211-18 VARIATION IN ESTIMATED QUANTITY (APR 1984)

If the quantity of a unit-priced item in this contract is an estimated quantity and the actual quantity of the unit-priced item varies more than 15 percent above or below the estimated quantity, an equitable adjustment in the contract price shall be made upon demand of either party. The equitable adjustment shall be based upon any increase or decrease in costs due solely to the variation above 115 percent or below 85 percent of the estimated quantity. If the quantity variation is such as to cause an increase in the time necessary for completion, the Contractor may request, in writing, an extension of time, to be received by the Contracting Officer within 10 days from the beginning of the delay, or within such further period as may be granted by the Contracting Officer before the date of final settlement of the contract. Upon the receipt of a written request for an extension, the Contracting Officer shall ascertain the facts and make an adjustment for extending the completion date as, in the judgement of the Contracting Officer, is justified.

#### 52.219-16 LIQUIDATED DAMAGES-SUBCONTRACTING PLAN (JAN 1999)

(a) Failure to make a good faith effort to comply with the subcontracting plan, as used in this clause, means a willful or intentional failure to perform in accordance with the requirements of the subcontracting plan approved under the clause in this contract entitled "Small Business Subcontracting Plan," or willful or intentional action to frustrate the plan.

(b) Performance shall be measured by applying the percentage goals to the total actual subcontracting dollars or, if a commercial plan is involved, to the pro rata share of actual subcontracting dollars attributable to Government contracts covered by the commercial plan. If, at contract completion or, in the case of a commercial plan, at the close of the fiscal year for which the plan is applicable, the Contractor has failed to meet its subcontracting goals and the Contracting Officer decides in accordance with paragraph (c) of this clause that the Contractor failed to make a good faith effort to comply with its subcontracting plan, established in accordance with the clause in this contract entitled "Small Business Subcontracting Plan," the Contractor shall pay the Government liquidated damages in an amount stated. The amount of probable damages attributable to the Contractor's failure to comply shall be an amount equal to the actual dollar amount by which the Contractor failed to achieve each subcontract goal.

(c) Before the Contracting Officer makes a final decision that the Contractor has failed to make such good faith effort, the Contracting Officer shall give the Contractor written notice specifying the failure and permitting the Contractor to demonstrate what good faith efforts have been made and to

discuss the matter. Failure to respond to the notice may be taken as an admission that no valid explanation exists. If, after consideration of all the pertinent data, the Contracting Officer finds that the Contractor failed to make a good faith effort to comply with the subcontracting plan, the Contracting Officer shall issue a final decision to that effect and require that the Contractor pay the Government liquidated damages as provided in paragraph (b) of this clause.

(d) With respect to commercial plans, the Contracting Officer who approved the plan will perform the functions of the Contracting Officer under this clause on behalf of all agencies with contracts covered by the commercial plan.

(e) The Contractor shall have the right of appeal, under the clause in this contract entitled *Disputes*, from any final decision of the Contracting Officer.

(f) Liquidated damages shall be in addition to any other remedies that the Government may have.

(End of clause)

CONTRACT DREDGING QUALITY CONTROL AND PROGRESS PAYMENT  
SURVEYS  
**SECTION 01330**

1. DESCRIPTION OF WORK: For all work performed under this contract, the government will perform the pre-dredge and post-dredge surveys for final payment. The Contractor shall be responsible to perform all interim, progress payment and quality control surveys. All contract-required surveys shall be performed in accordance with the channel alignment data, angle points describing the channel layout and line files provided to the Contractor by the government. The government provided survey line file shall determine where contract survey lines shall be taken as well as all geospatial reference/control points to be used (e.g. specified tide gauge locations). The government provided survey line file will be a HYPACK For Windows (HFW) .LNU. This file will be provided to the contractor upon written government acceptance of items 1 through 5 of Paragraph 4.3.

Contract-required surveys as used in this section shall be defined as any survey which the contractor is required to perform as part of this contract, including but not limited to quality control, progress payment and final acceptance surveys.

For "multi-year" contracts and/or projects on which separate mobilization/demobilization efforts occur, whether government or contractor caused, all activities in this Section shall be repeated at the start of each new dredging cycle and/or mobilization.

2. GENERAL: The contractor shall provide all resources, including but not limited to a survey vessel and crew(s) necessary to perform all contract-required surveys. The survey vessel/equipment used to begin the contract-required survey operations shall be used for the entire contract period and shall not be changed. Accuracies and other standards are outlined in the hydrographic survey manual EM 1110-2-1003-Jan 01, 2002, Chapter 3. These hydrographic standards as *supplemented* by these contract documents shall be followed when performing any contract-required survey. Whenever a conflict arises, the stricter, more difficult requirement shall apply.

The Contractor shall be responsible for providing an independent surveyor to perform its surveys for interim, progress payment and quality control surveys. The independent surveyor shall be required to document and certify in writing that s/he has a valid California professional license to practice surveying or an American Congress on Surveying and Mapping (ACSM) certification as an "Inshore Certified Hydrographic Surveyor" and has actively engaged in hydrographic survey operations during the past 3 years. The name of the surveyor and samples of previous hydrographic survey work shall be submitted to the Contracting Officer for review and acceptance. The contractor shall provide documentation indicating that accuracy standards for electronic horizontal positioning and depth finding equipment are met or exceeded for the surveys to be performed, including a Differential Global Positioning System (DGPS) capability to

3.7 The echo sounder shall have a frequency of 200-210 KHz, with a 3.5 degrees cone measured at the 6db point. The top of the return signal trace shall be the point of interpretation of sounding. Bar checks will be taken at a minimum of five foot intervals. Location/position of bar checks shall be recorded in QC reports. Surveys for contract measurement and acceptance require, as a minimum, twice daily calibrations at the project work site.

3.8 Failure to perform adequate calibrations, including documentation/certification thereof, can lead to rejection of the survey and any payment associated with it.

3.9 The contractor shall use survey methods which conform to the following precisions for control:

- (1) Horizontal - Primary control shall be established to third order accuracy (1:5,000 ratio of closing error to length of line).
- (2) Vertical - Primary vertical controls will close within 0.05 foot. Mean Lower Low Water (MLLW) datum shall be obtained by applying the adjustment for the area. All soundings shall be referenced to MLLW.

3.10 Minimum performance standards for hydrographic surveys shall be in accordance with EM 1110-2-1003, 1 Jan 02, Chapter 3, Table 3-1, Navigation & Dredging Support Surveys, Bottom Material Classification Soft. ~~, as modified following:~~

~~Resultant elevation/depth accuracy for acoustical systems at all depths (d)  
shall be  $\pm 0.5$  feet.~~

3.11 Metadata – The contractor shall provide metadata in accordance with the 1994, the FGDC (Federal Geodetic Data Committee) Geospatial Data Standards for documenting origins and characteristics of geospatial data (EM110-1-2909, 1 Aug 96) addendum 01330-7.

#### 4. COORDINATION, SUBMITTALS AND PROGRESS OF THE WORK

4.1 The Contractor shall coordinate all work with the government. No contract-required surveys shall proceed until written authorization is provided by the government, as described further in this Paragraph 4, below.

All submittals (hard copy and CD-R format) shall be delivered to:

U. S. Army, Corps of Engineers  
San Francisco District  
ATTN: Construction Services Branch  
Bay Model Building  
2100 Bridgeway Avenue  
Sausalito, California 94965  
Telephone: 415-331-0404